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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO

In re:

EAGLE-PICHER INDUSTRIES,
INC., et al.,

Debtors.

CONSOLIDATED CASE NO.

1-91-00100

Chapter 11-Judge Perlman

SETTLEMENT AGREEMENT

WHEREAS Eagle-Picher Industries, Inc. ("Eagle-Picher"), and certain of its subsidiaries (collectively and including such companies reorganized pursuant to a confirmed Plan of Reorganization, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Ohio (the "Court") voluntary petitions for relief under title 11 of the United States Code (the "Bankruptcy Code") on January 7, 1991 (the "Petition Date") (the "Chapter 11 Cases");

WHEREAS the United States of America, on behalf of the United States Environmental Protection Agency ("EPA") and the United States Department of the Interior ("DOI"), filed proofs of claims numbered 5144 and 5539, respectively, (the "Federal Proofs of Claim") in the Chapter 11 Cases on or about October 11, 1991 and February 18, 1992,

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respectively, alleging, inter alia, liability of the Debtors to the United States under CERCLA (as hereafter defined);

WHEREAS the United States alleged in the Federal Proofs of Claim that, inter alia, the Debtors were jointly and severally liable for response costs incurred and to be incurred by the United States in the course of responding to releases and threatened releases of hazardous substances into the environment from certain sites and for natural resource damages relating to certain sites. The Federal Proofs of Claim also sought to reserve the right to separately address the Debtors' liability under CERCLA for the costs of response actions at sites at which the United States had not yet taken response action;

WHEREAS the United States further alleged in the Federal Proof of Claim filed by EPA that Eagle-Picher is liable for a civil penalty of up to \$25,000 per day per violation for alleged violations at an industrial facility in Colorado Springs, Colorado, under Sections 309(e) and 307(d) of the Clean Water Act, 33 U.S.C. §§ 1319(e) and 1317(d), which occurred prior to the Petition Date. The claim is based on the civil action United States v. Eagle-Picher Industries, Inc., Civ. Action No. 89-C-165 (D.Colo.). With respect to this aspect of the Federal Proof of Claim filed by EPA, Eagle-Picher, subsequent to the Petition Date,

entered into a settlement agreement with the United States that was approved by the U.S. District Court for the District of Colorado on September 24, 1992 and this Court on November 18, 1992 (the "Colorado Springs Clean Water Act Settlement"). The Colorado Springs Clean Water Act Settlement resolves EPA's claims in Civ. Action No. 89-C-165, providing for certain injunctive and other relief and affording EPA an allowed general unsecured claim in the Chapter 11 Cases in the amount of \$150,000. Nothing contained herein is intended to, nor shall modify the rights of the parties under or the terms of the Colorado Springs Clean Water Act Settlement;

WHEREAS the United States further alleged in the Federal Proof of Claim filed by the EPA that Eagle-Picher is liable for \$1,125,000 pursuant to a certain consent decree entered into under the authority of the Clean Water Act prior to the Petition Date in United States v. Eagle-Picher Industries, Inc., Civil No. 87-5100-CV-SW-8 (W.D. Mo. filed Sept. 29, 1990, modified Jan. 4, 1991);

WHEREAS the States of Arizona and Oklahoma filed proofs of claim and a claim was filed on behalf of the State of Michigan (claims numbered 5023, 5005, and 5082, respectively) on or about October 31, 1991, (the "State Claims") in the Chapter 11 Cases, which claims alleged that

one or more of the Debtors are responsible parties at certain sites and liable for response costs incurred and to be incurred by the States in connection with those sites;

WHEREAS in the absence of this Settlement Agreement, the Debtors would have objected to certain allegations in the Federal Proofs of Claim and in the State Claims and to the proofs of claim filed in the Chapter 11 Cases by potentially responsible parties for various sites;

WHEREAS the Debtors, the United States, and the States desire to resolve the Federal Proofs of Claim, the State Claims, and certain alleged environmental liabilities of the Debtors as provided herein;

WHEREAS the Debtors seek, to the maximum extent permitted by law, to obtain protection, through the resolution of environmental liabilities for the Liquidated Sites as set forth herein, from and against all Claims that have been or may in the future be asserted for response costs or natural resource damages;

WHEREAS in consideration of, and in exchange for, the promises and covenants herein, including, without limitation, the covenants not to sue set forth in Paragraphs 17 and 19, and intending to be legally bound hereby, the Debtors, the United States, and the States through their

authorized representatives, hereby agree to the terms and provisions of this Settlement Agreement;

WHEREAS settlement of the matters governed by this Settlement Agreement is in the public interest and an appropriate means of resolving these matters;

NOW, THEREFORE, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties to this Settlement Agreement by their attorneys and authorized officials, it is hereby agreed as follows:

DEFINITIONS

1. In this Agreement, the following terms shall have the following meanings:

A. "Additional Sites" means all sites other than the Liquidated Sites and the Debtor-Owned Sites, but specifically includes, without limitation, those Sites listed in Appendix A hereto. Debtors represent that the list of sites contained in Appendix A does not contain any site owned by the Debtors, and to the extent any such site meets the definition of Debtor-owned Site set forth hereunder, it shall be treated as such for purposes of this Agreement. An "Additional Site" shall be construed to include (i) for those sites now or hereafter included on the NPL, all areas of a site as defined by EPA for purposes of

the NPL, including any later expansion of such site as may be determined by EPA, and any affected natural resources, and (ii) for those sites not included on the NPL, all areas affected or potentially affected by the release or threatened release of hazardous substances, and affected natural resources, as a direct or indirect result of the operations or activities occurring on that site which gave rise to the release or threatened release.

B. "Administrative Expense Claim" has the meaning provided in Section 503 of the Bankruptcy Code.

C. "Allowed General Unsecured Claim" means an undisputed, noncontingent, and unsecured claim of a trade creditor or holder of an Unsecured Debt Security, which claim arose prior to the Petition Date and which is in excess of any amount under which a claim may be classified and treated as a "Convenience Claim" under the Plan of Reorganization.

D. "CERCLA" refers to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as now in effect or hereafter amended.

E. "Claims" has the meaning provided in Section 101(5) of the Bankruptcy Code.

F. "Debtor-Owned Sites" means any properties or sites owned by any of the Debtors at or at any time after the effective date of a Plan of Reorganization, except the Cherokee County, Kansas mining property more specifically defined in Appendix B.

G. "Disallowance Order" means, with respect to a Liquidated Site, an order disallowing and barring any or all Claims against the Debtors' estates that were filed in the Chapter 11 Cases with respect to such Liquidated Site by any entity other than the United States or the States.

H. "DOI" means the Department of the Interior of the United States of America or any legal successor thereto.

I. "Effective Date" means the date upon which the order approving this Settlement Agreement becomes a Final Order.

J. "EPA" means the United States Environmental Protection Agency or any legal successor thereto.

K. "Final Order" means an order of the Court as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be

pending or as to which any right to appeal, petition for certiorari, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Court shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired.

L. "Liquidated Sites" means the following twenty-four (24) sites: the Albion Sheridan Site in Albion, Michigan; the Auto-Ion Site in Kalamazoo, Michigan; the Carver Scrap Salvage Yard Site in Cartersville, Missouri; the Cadartown, Georgia Site in Cadartown, Georgia; the Cemetery Site in Oakland County, Michigan; the Cherokee County Site (including all of its "subsites," known as Baxter Springs, Treece, Galena, Waco, Lavton, and Badger) in Cherokee County, Kansas; the Fisher-Calo Site in Kingsbury, Indiana; the Ft. Wayne Reduction Site in Ft. Wayne, Indiana; the Great Lakes Container Site in Pontiac, Michigan; the Great Lakes Asphalt Site in Boone County, Indiana; the Howe Valley Site in Elizabethtown, Kentucky; the Laskin/Poplar Oil Site in Jefferson, Ohio; the Northside Sanitary Landfill Site in

Zionsville, Indiana; the Oronoco-Duenweg Mining Belt Site (a/k/a the Jasper County Site) in Jasper County, Missouri; the Rasmussen Dump Site in Livingston County, Michigan; the Rose Township Site in Oakland County, Michigan; the Solvents Recovery Site in Southington, Connecticut; the Springfield Township Site in Oakland County, Michigan; the Tar Creek Site in Ottawa County, Oklahoma; the Thermo-Chem Site in Muskegon, Michigan; the Transicoil Site in Worcester, Pennsylvania; the Verona Wellfield/Thomas Solvent Site in Battle Creek, Michigan; the Wayne Waste Oil/Wayne Reclamation Site in Columbia City, Indiana; and the Xtron Site in Blandings, Utah. A "Liquidated Site" shall be construed to include (i) for those sites now or hereafter included on the NPL, all areas of a site as defined by EPA for purposes of the NPL, including any later expansion of such site as may be determined by EPA, and any affected natural resources, or (ii) for those sites not included on the NPL, all areas affected or potentially affected by the release or threatened release of hazardous substances, and affected natural resources, as a direct or indirect result of the operations or activities occurring on that site which gave rise to the release or threatened release. A list of the Liquidated Sites is set forth in Appendix C hereto.

M. "NPL" means the National Priorities List, 40 C.F.R. Part 300.

N. "Plan of Reorganization" or "Plan" means any plan of reorganization that is confirmed and becomes effective in the Chapter 11 Cases.

O. "Prepetition" refers to the time period prior to January 7, 1991. "Postpetition" refers to the time period from and after January 7, 1991.

P. "RCRA" refers to the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. as now in effect or hereafter amended.

Q. "Settlement Agreement" means this Settlement Agreement.

R. "Unsecured Debt Security" means a note, bond, or other instrument issued by Eagle-Picher prior to the Petition Date if such note, bond, or other instrument is not secured by any interest in any entity's property and is not supported by any letter of credit or any guarantees of any entity other than one of the Debtors.

S. "States" means the States of Arizona, Michigan and Oklahoma.

T. "United States" means the United States of America.

Environmental terms not otherwise defined shall have the same meaning provided by the governing environmental law at issue. Bankruptcy terms not otherwise defined shall have the same meaning provided by the Bankruptcy Code.

JURISDICTION

2. The Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334, and 42 U.S.C. §§ 9607 and 9613(b), and 33 U.S.C. § 1319.

PARTIES BOUND; SUCCESSION AND ASSIGNMENT

3. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the United States, the States, the Debtors, and, to the extent provided herein, the Debtors' legal successors and assigns, and any trustee, examiner or receiver appointed in the Bankruptcy Cases. Nothing contained in this Settlement Agreement, including, without limitation, this Paragraph 3, shall be used as evidence that any entity other than the Debtors is a "successor" or "assign" of any of the Debtors.

ALLOWANCE OF CLAIMS

4. In settlement and satisfaction of all Claims asserted in the Federal Proofs of Claim and the State Claims with respect to the Liquidated Sites, the Debtors consent

that the United States and the States shall have Allowed General Unsecured Claims, and, for subparagraph F only, both an Allowed General Unsecured Claim and an Administrative Expense Claim, as indicated, in the amounts set forth below.

A. With respect to the Albion Sheridan Site located in Albion, Michigan: \$4,000,000 to the United States on behalf of EPA; \$318,000 to the State of Michigan on behalf of the Department of Natural Resources.

B. With respect to the Auto-Ion Site located in Kalamazoo, Michigan: \$70,000 to the United States on behalf of EPA; \$6,000 to the State of Michigan on behalf of the Department of Natural Resources.

C. With respect to the Carver Scrap Salvage Yard Site located in Cartersville, Missouri: (1) \$5,000 to the United States on behalf of EPA; and (2) \$5,000 to the United States on behalf of DOI.

D. With respect to the Cedartown, Georgia Site located in Cedartown, Georgia: \$45,000 to the United States on behalf of EPA.

E. With respect to the Cemetery Site located in Oakland County, Michigan: \$10,000 to the United States on behalf of EPA; \$1,000 to the State of Michigan on behalf of the Department of Natural Resources.

F. With respect to the Cherokee County Site (including all of its "subsites," known as Baxter Springs, Tramee, Galena, Waco, Lawton, and Badger) located in Cherokee County, Kansas: (1) \$3,400,000 to the United States on behalf of EPA for the Galena subsite; (2) an allowed Administrative Expense Claim in the amount of \$150,000 to the United States on behalf of EPA for the Galena subsite; (3) \$1,700,000 to the United States on behalf of EPA for all subsites other than Galena; and (4) \$3,000,000 to the United States on behalf of DOI. The allowed Administrative Expense Claim shall be paid within thirty (30) days of the Effective Date. See also subparagraph Y below.

G. With respect to the Fisher-Calo Site located in Kingsbury, Indiana: \$500,000 to the United States on behalf of EPA.

H. With respect to the Ft. Wayne Reduction Site located in Ft. Wayne, Indiana: (1) \$50,000 to the United States on behalf of EPA; and (2) \$5,000 to the United States on behalf of DOI.

I. With respect to the Great Lakes Asphalt Site located in Boone County, Indiana: \$5,000 to the United States on behalf of EPA.

J. With respect to the Great Lakes Container Site located in Pontiac, Michigan: \$4,000 to the State of Michigan on behalf of the Department of Natural Resources. This Site shall be a Liquidated Site for the State of Michigan only, and shall be an Additional Site for the United States.

K. With respect to the Howe Valley Site located in Elizabethtown, Kentucky: \$249,000 to the United States on behalf of EPA.

L. With respect to the Laskin/Poplar Oil Site located in Jefferson, Ohio: \$91,000 to the United States on behalf of EPA.

M. With respect to the Northside Sanitary Landfill Site located in Zionsville, Indiana: \$5,000 to the United States on behalf of EPA.

N. With respect to the Oronogo-Duenweg Mining Belt Site located in Jasper County, Missouri: (1) \$2,800,000 to the United States on behalf of EPA; and (2) \$424,000 to the United States on behalf of DOI. See also subparagraph Y below.

O. With respect to the Rasmussen Dump Site located in Livingston County, Michigan: \$900,000 to the United States on behalf of EPA; \$40,000 to the State of Michigan on behalf of the Department of Natural Resources.

EPA intends to treat 50% of the amounts it receives on account of this Allowed General Unsecured Claim as a credit to past response costs for this site, and 50% as a credit to future response costs for this site.

P. With respect to the Rose Township Site located in Oakland County, Michigan: \$100,000 to the United States on behalf of EPA; \$32,000 to the State of Michigan on behalf of the Department of Natural Resources.

Q. With respect to the Solvents Recovery Site located in Southington, Connecticut: \$10,000 to the United States on behalf of EPA.

R. With respect to the Springfield Township Site located in Oakland County, Michigan: \$900,000 to the United States on behalf of EPA; \$145,000 to the State of Michigan on behalf of the Department of Natural Resources.

S. With respect to the Tar Creek Site located in Ottawa County, Oklahoma: \$2,550,000 to the United States on behalf of EPA; \$574,000 to the United States on behalf of DOI; \$946,500 to the State of Oklahoma on behalf of the Department of Environmental Quality (\$43,500), Department of Wildlife Conservation (\$726,000), and the Water Resources Board (\$177,000).

T. With respect to the Thermo-Chem Site located in Muskegon, Michigan: \$100,000 to the United

States on behalf of EPA; \$31,000 to the State of Michigan on behalf of the Department of Natural Resources.

U. With respect to the Transicoil Site located in Worcaster, Pennsylvania: \$1,500,000 to the United States on behalf of EPA.

V. With respect to the Verona Wellfield/Thomas Solvent Site located in Battle Creek, Michigan: \$70,000 to the United States on behalf of EPA; \$23,000 to the State of Michigan on behalf of the Department of Natural Resources.

W. With respect to the Wayne Waste Oil/Wayne Reclamation Site located in Columbia City, Indiana: \$103,000 to the United States on behalf of EPA.

X. With respect to the Xtron Site located in Blandings, Utah: \$5,000 to the United States on behalf of EPA.

Y. With respect to the areas in the vicinity of the former or current Eagle-Picher smelter facilities located in Joplin, Missouri, Galena, Kansas and Webb City, Missouri: \$17,850,000 to the United States on behalf of EPA. Any amounts received by EPA on account of this General Unsecured Claim shall be used by EPA to implement response action for these areas.

5. With respect to the Liquidated Sites:

A. Only the amount of cash received by EPA (or net cash received by EPA on account of any non-cash distributions) from the Debtors under this Settlement Agreement for the Allowed General Unsecured Claim for a particular site or subsite, and not the total amount of the allowed claim, shall be credited by EPA to its account for a particular site or subsite, which credit shall reduce the liability of non-settling potentially responsible parties for the particular site or subsite by the amount of the credit.

B. Only the amount of cash received by DOI (or net cash received by DOI on account of any non-cash distributions) from the Debtors under this Settlement Agreement for the Allowed General Unsecured Claim for a particular site or subsite, and not the total amount of the allowed claim, shall be credited by DOI to its account for a particular site or subsite, which credit shall reduce the liability of non-settling potentially responsible parties for the particular site or subsite by the amount of the credit.

C. Only the amount of cash received by the States (or net cash received by the States on account of any non-cash distributions) from the Debtors under this Settlement Agreement for the Allowed General Unsecured Claim

for a particular site or subsite, and not the total amount of the allowed claim, shall be credited by the States to their account for a particular site or subsite, which credit shall reduce the liability of non-settling potentially responsible parties for such site or subsite by the amount of the credit.

D. With respect to the Liquidated Sites, the Allowed General Unsecured Claims set forth in Paragraph 4 will be deemed allocated towards all past, present and future Claims with respect to response costs and natural resource damages (where applicable under this Settlement Agreement) for the Liquidated Sites, whether to address matters known or unknown, for which a Claim of any kind or nature has been or could be asserted against the Debtors pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, or Section 7003 of RCRA, 42 U.S.C. § 6973, by the United States or the States or by the potentially responsible parties or potentially responsible party groups which have incurred or may incur such costs.

E. As additional consideration for the covenant not to sue and other provisions of this Agreement, Eagle-Picher shall pay to the United States and the States forty-five (45) percent of the amount of Excess Insurance Proceeds it receives from its general liability insurance

carriers on account of claims for coverage asserted with respect to the Liquidated Sites. Such payment shall be in addition to any other distribution required under Paragraph 11 or any other provision of this Settlement Agreement.

(1) For purposes of this paragraph, Excess Insurance Proceeds shall mean the total amount of all insurance proceeds received by Eagle-Picher (net of the amount of any self-insured retention or retrospective premium payment) on account of claims for coverage asserted with respect to response costs and natural resource damages arising at the Liquidated Sites ("Insurance Proceeds"), after deducting Eagle-Picher's Allowed Expenses (as defined in subsection E.3) and the actual cash value of the allowed claim provided to the United States and the States as of the date of initial distribution under the Plan of Reorganization pursuant to Paragraph 4 above.

(2) The distribution of Excess Insurance Proceeds to the United States and the States shall occur within the later of (i) ten days after the effective date of a Plan of Reorganization and (ii) twenty days after receipt of Excess Insurance Proceeds by Eagle-Picher.

Excess Insurance Proceeds shall be distributed pro rata to the United States and the States in proportion to the allocation and other provisions set forth in Paragraphs 4

and 5 above (in accordance with Appendix D hereto), and the United States and the States shall allocate the amounts they receive and credit each site account pro rata and in accordance with this Paragraph 5. In the event that any amount of Insurance Proceeds is paid to Eagle-Picher by its insurance carrier over time, Eagle-Picher shall distribute to the United States and the States the 45 percent share of Excess Insurance Proceeds payable to the United States and the States when each payment is received by Eagle-Picher. In such event, the proportion of each such distribution to the United States and the States to the total amount of Insurance Proceeds received by Eagle-Picher in each such payment shall be the same as the proportion that would obtain if all Excess Insurance Proceeds were paid on the date of judgment or settlement with the paying insurance carrier.

(3) Eagle-Picher's Allowed Expenses shall mean (i) the reasonable defense costs incurred by Eagle-Picher with respect to the Liquidated Sites, and (ii) the reasonable attorneys' fees and disbursements incurred by Eagle-Picher in pursuing the Insurance Proceeds to settlement or judgment.

(4) To the extent that Eagle-Picher obtains a judgment or settlement resulting in a recovery

under its insurance policies on account of both (i) claims for response costs and natural resource damages at the Liquidated Sites and (ii) claims other than claims for response costs and natural resource damages at the Liquidated Sites, then Eagle-Picher covenants to allocate such recovery on a fair and equitable basis. Eagle-Picher shall provide the United States and the States with written notice and explanation of any such allocation, and shall afford the United States and the States an opportunity to comment on such allocation. Eagle-Picher shall respond in writing to any requested change in the allocation based upon the comments of the United States or the States. The United States and the States reserve the right to petition the Court for an adjustment of such allocation based upon all of the facts and circumstances.

(5) Eagle-Picher shall keep the United States and the States reasonably informed in writing of the status of any litigation or negotiations for the settlement of its insurance coverage claims with respect to the Liquidated Sites, and shall advise the United States and the States in writing of the terms of any settlement, including any terms affecting the distribution under this Settlement Agreement, prior to entering into such settlement. Nothing contained in this Agreement, however, shall be construed to

require the consent of the United States or the States to any such settlement. Eagle-Picher shall use its best efforts to pursue its rights to recover Excess Insurance Proceeds from its primary and excess insurance carriers.

**NON-DISCHARGEABILITY/DEBTOR-OWNED SITES/
RESERVATION OF RIGHTS**

6. The following claims of or obligations to the United States or the States described in Paragraphs 6(A)-6(D) shall not be discharged under Section 1141 of the Bankruptcy Code by the confirmation of a Plan of Reorganization nor shall such claims or obligations be impaired or affected in any way by the Chapter 11 Cases or confirmation of a Plan of Reorganization:

A. With respect to any Debtor-Owned Sites:

(1) Claims against the Debtors by the United States or the States under Section 107 of CERCLA, 42 U.S.C. § 9607 and analogous state statutes for recovery of response costs incurred Postpetition with respect to response action taken at a Debtor-Owned Site, including such response action taken to address hazardous substances that have migrated from a Debtor-Owned Site to a proximate location;

(2) Actions against the Debtors by the United States or the States under CERCLA or RCRA and analogous state statutes seeking to compel the performance

of a removal action, remedial action, corrective action, closure or any other cleanup action at a Debtor-Owned Site, including actions to address hazardous substances that have migrated to a proximate location from a Debtor-Owned Site;

(3) Claims against the Debtors by the United States or the States under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of natural resource damages arising as a result of Postpetition releases or ongoing releases of hazardous substances at or from a Debtor-Owned Site; or

(4) Claims against the Debtors at Debtor-Owned Sites for recovery of civil penalties for violations resulting from Postpetition conduct of the Debtors. As used in this Paragraph 6, "Postpetition conduct" shall not include a failure to satisfy or comply with any Prepetition liability or obligations; or to pay a claim (including, without limitation, a penalty claim) except as required by the terms of the Plan of Reorganization, this Settlement Agreement, or a Final Order of the Court;

B. Criminal liability; and

C. With respect to any Additional Site, Claims against the Debtors by the United States or the States under Sections 106 and 107(a)(1)-(4) of CERCLA, 42

U.S.C. §§ 9606 and 9607(a)(1)-(4), and analogous state statutes, arising as a result of the Debtors' Postpetition conduct.

D. The United States or the States may pursue enforcement actions or proceedings under applicable law with respect to the foregoing subparagraphs 6(A) through 6(C) in the manner, and by the administrative or judicial tribunals, in which the United States or the States could have pursued enforcement actions or proceedings if the Chapter 11 Cases had never been commenced. Except for the discharge of liabilities provided under the Bankruptcy Code, any plan of reorganization or order of confirmation, the Debtors reserve the right to assert any and all defenses and counterclaims available to them under applicable law with respect to any Claim covered under subparagraphs 6(A) through 6(C) that is asserted by the United States or the States. The United States and the States reserve all of their rights with respect to any defenses or counterclaims asserted by the Debtors under this Paragraph.

E. With respect to any Debtor-Owned Site that is also a part of a Liquidated Site, subparagraph 6(A) shall not apply to Prepetition releases of hazardous substances that have migrated from a Debtor-Owned Site to a Liquidated Site except that subparagraph 6(A) does apply to

any groundwater contamination that originates from a Solid Waste Management Unit pursuant to RCRA at the Debtor-Owned Site in Joplin, Missouri in the event that such contamination is shown to have migrated beyond the property line of the Debtor-Owned Site in Joplin, Missouri.

F. With respect to any Liquidated Site, the parties reserve all rights and defenses they may have with respect to Postpetition conduct of the Debtors occurring after the date of lodging of this Settlement Agreement. Nothing in this Settlement Agreement shall affect or limit such rights and defenses.

TREATMENT OF ADDITIONAL SITES

7. With respect to all present and future Claims of the United States or the States against the Debtors for response costs or natural resource damages at any Additional Site, and arising from Prepetition acts, omissions or conduct of the Debtors or their predecessors, all such Claims shall be discharged under Section 1141 of the Bankruptcy Code by the confirmation of a Plan of Reorganization, and the United States and the States shall receive no distributions in the Chapter 11 Cases with respect to such Claims, but the reorganized Debtors may be required to pay the United States or the States, or such other party as they may designate, such amounts as are

provided for in this Paragraph and Paragraph 8. However, such Claims shall be treated and liquidated as general unsecured claims on the terms specified herein. If and when the United States or any State undertakes enforcement activities in the ordinary course with respect to any Additional Site, the United States or the States may seek a determination of the liability, if any, of the Debtors and may seek to obtain and liquidate a judgment of liability of the Debtors or enter into a settlement with the Debtors with regard to any of the Additional Sites in the manner and before the administrative or judicial tribunal in which the United States' claims or the States' claims would have been resolved or adjudicated if the Chapter 11 Cases had never been commenced. However, the United States and the States shall not issue or cause to be issued any unilateral order or seek any injunction against the Debtors under Section 106 of CERCLA, 42 U.S.C. § 9606, Section 7003 of RCRA, 42 U.S.C. § 6973, or applicable state law arising from the Perpetration acts, omissions or conduct of the Debtors or their predecessors with respect to any Additional Sites. The United States, the States and the Debtors will attempt to settle each liability or obligation asserted by the United States or the States against the Debtors relating to an Additional Site on a basis that is fair and equitable under

the circumstances, including consideration of (i) settlement proposals made to other PRPs who are similar to the Debtors in the nature of their involvement with the site, (ii) the fact of the Debtors' bankruptcy, and (iii) the circumstances of this Agreement; but nothing in this sentence shall create an obligation of the United States or the States that is subject to judicial review. The aforesaid liquidation of liability may occur notwithstanding the terms of the Plan of Reorganization, the order confirming the Plan of Reorganization, or the terms of any order entered to effectuate the discharge received by the Debtors. In any action or proceeding with respect to an Additional Site, the Debtors, the United States, and the States reserve any and all rights, claims, and defenses they would have been entitled to assert had the claim been liquidated in the ordinary course or during the course of the Chapter 11 Cases, including, without limitation, any argument that joint and several liability should or should not be imposed upon the Debtors. Nothing herein shall be construed to limit the Parties' rights to assert any and all rights, claims and defenses they may have in actions or proceedings involving other parties with respect to Additional Sites.

8. In the event any Claim is liquidated pursuant to Paragraph 7 by settlement or judgment to a determined

amount (the "Determined Amount"), the applicable Debtor(s) with which such settlement is made or against which such judgment is entered will satisfy such Claim within thirty (30) days after the date on which the settlement or judgment is final (the "Settlement/Judgment Date") by providing the holder of the Claim the "Distribution Amount." The Distribution Amount shall be the value of the consideration that would have been distributed under the Plan of Reorganization to the holder of such Claim if the Determined Amount had been an Allowed General Unsecured Claim in such amount. For purposes of determining the Distribution Amount, the Determined Amount shall be included in the total Allowed General Unsecured Claims as to which distributions have been or are being made by the Debtors under the Plan of Reorganization, but, except as may be provided in the Plan of Reorganization, in no event shall such calculation affect distributions already made to the holders of Allowed General Unsecured Claims. Except as provided in Paragraph 9, the Distribution Amount shall be paid in the same form (e.g., cash, notes, etc.) as was distributed under the Plan of Reorganization.

9. In the event that the Plan of Reorganization provides that Allowed General Unsecured Claims will receive consideration other than cash ("Other Consideration"), the

Debtors may, in their sole discretion, provide the non-cash portion of the Distribution Amount to the United States or the States, as applicable, either in cash or in the form of the Other Consideration, or a combination thereof, that has an aggregate value as of the Settlement/Judgment Date that is equivalent to the Distribution Amount. For purposes of determining the value of the consideration paid to the holders of Allowed General Unsecured Claims at the time of distribution(s), (i) cash and notes shall have a value equal to their face value and (ii) equity securities shall have a value equal to the weighted average of the reported regular way sales prices of all transactions for the security on the New York Stock Exchange on the date(s) of distribution (or the first date thereafter on which the security trades), or if the security is not listed or admitted to trade on such exchange, on the principal national securities exchange on which the security is listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, the weighted average of the reported bid prices for the security on all transactions on the National Association of Securities Dealers Automated Quotations National Market System or, if the security is not listed or admitted to trading on any national securities exchange or quoted on such National Market System, the weighted average

of the reported sales prices for such security on all transactions in the over-the-counter market in the United States as furnished by any New York Stock Exchange member firm selected by the Debtors and the United States for that purpose (or the average of such weighted averages furnished by two member firms of the New York Stock Exchange, one of which shall be selected by the Debtors and one by the United States, in the event that the Debtors and the United States are unable to agree on one member firm). For purposes of determining the number of shares of securities that have the value of the Distribution Amount on the Settlement/Judgment Date, the fair market value per share of securities on the Settlement/Judgment Date shall be determined as set forth in the immediately preceding sentence. The terms of Paragraphs 7 and 8 and this Paragraph 9 of this Settlement Agreement shall apply to, be binding on, and inure to the benefit of any successor or assign of the Debtors to the extent that and only to the extent that the alleged liability of the successor or assign for an Additional Site is based solely on its status as and in its capacity of a successor or assign of the Debtors.

ALLOWED CLAIM FOR CIVIL PENALTIES

10. The United States on behalf of EPA shall have an allowed general unsecured claim against Eagle-Picher in

the amount of \$1,126,500 in full resolution and satisfaction of the civil penalty amounts claimed by the United States under the consent decree entered in United States v. Eagle-Picher Industries, Inc., Civil No. 87-5100-CV-SW-8 (W.D. Mo. filed Sept. 29, 1990, modified Jan. 4, 1991). The Debtors agree to be bound by all other provisions of the entered consent decree notwithstanding the provisions of any order confirming a Plan of Reorganization. Except with respect to the treatment of EPA's penalty claim pursuant to this Settlement Agreement, nothing contained herein is intended to, nor shall it modify, other rights, obligations or protections afforded the parties under such consent decree. The United States and the Debtors agree that 75% of the amount of the Allowed General Unsecured Claim for penalties (or \$844,875) shall be subordinated to all general unsecured claims.

TREATMENT OF ALLOWED CLAIMS

11. Except as provided in Paragraph 10, all general unsecured Claims allowed under or pursuant to the terms of this Settlement Agreement, including without limitation any such Claims as may eventually be allowed pursuant to Paragraphs 7, 8, and 9 for Additional Sites, regardless of the holder of such Claims (A) will receive the same treatment under the Plan of Reorganization, without

discrimination, as other Allowed General Unsecured Claims with all attendant rights provided by the Bankruptcy Code and other applicable law and (B) will not be entitled to any priority in distribution. Except as provided in Paragraph 10, in no event shall the general unsecured Claims allowed or to be allowed pursuant to this Settlement Agreement be subordinated to any other Allowed General Unsecured Claims pursuant to any provision of the Bankruptcy Code or other applicable law that authorizes or provides for subordination of allowed Claims, including without limitation Sections 105, 510 and 726(a)(4) of the Bankruptcy Code. Nothing contained in this Settlement Agreement shall modify the rights of the parties under or the terms of the Colorado Springs Clean Water Act Settlement.

12. Except as provided in Paragraph 10, the Claims allowed in this Settlement Agreement do not constitute, nor shall they be construed as, forfeitures, fines or penalties (or payments in lieu thereof), and nothing herein is intended, or shall be construed, as an admission by Eagle-Picher of any violation of law.

13. Notwithstanding any other provision of this Settlement Agreement, and except as provided under applicable law, there shall be no restrictions on the ability and right of the United States on behalf of EPA, DOI

or the States to transfer or sell all or a portion of any securities distributed to them pursuant to a Plan of Reorganization; to sell their right to all or a portion of any distributions under the Plan to one or more third parties; or to transfer or sell to one or more third parties all or a portion of any Allowed General Unsecured Claims pursuant to this Settlement Agreement.

14. The Federal Proofs of Claim and the State Claims shall hereby be deemed amended to include all matters addressed in this Settlement Agreement but not already included in the respective proofs of claim. Pursuant to Federal Rule of Bankruptcy Procedure 3005(b), the United States and Michigan hereby substitute themselves as the parties in interest with respect to the proofs of claim filed on behalf of EPA and Michigan for the Springfield Township Site in Oakland County, Michigan. The Proofs of Claim and the State Claims, as amended, shall be deemed satisfied in full in accordance with the terms of this Settlement Agreement.

DISTRIBUTION INSTRUCTIONS

15. Cash distributions to the United States on behalf of EPA under Paragraphs 4 and 5 shall be made by certified check or cashier's check payable to "EPA Hazardous Substances Superfund" and referencing the Civil Action

Number 1-91-00100 and DOJ File Number 90-5-1-1-2927A. Cash distributions to the United States on behalf of EPA pursuant to Paragraph 10 shall be made by certified check or cashier's check payable to "Treasurer, United States of America and sent to the United States Attorney's Office, Western District of Missouri, referencing the Civil Action . Number 87-5100-CV-SW-8. Cash distributions to the United States on behalf of DOI under Paragraph 4 and 5 shall be made by certified check or cashier's check payable to the "U.S. Department of the Interior, Fish and Wildlife Service," and shall be addressed to Michael Hurst, Chief, Division of Fiscal Services, Department of the Interior, Office of Secretary, Mail Stop 5257, 1849 C Street, N.W., Washington, D.C. 20240. The check shall clearly reference "Eagle-Picher Natural Resource Settlement." The Debtors shall transmit written confirmation of such payments to the Department of Justice, EPA, and DOI at the addresses specified in Paragraph 26. In the event that the United States sells or transfers its Claims, payment will be made to a transferee only at such time as the Debtors receive written instructions from the United States directing that payments be made to a transferee and instructions as to where such payments should be directed.

16. Other distributions with respect to the allowed Claims of the United States and the States pursuant to this Settlement Agreement shall be made as follows:

A. Distributions to the United States on behalf of EPA:

U.S. EPA -- Superfund
P.O. Box 371003M
Pittsburgh, PA 15251

B. Distributions to the United States on behalf of DOI:

Chief, Division of Finance
U.S. Fish & Wildlife Service
4401 N. Fairfax Drive - Rm 380
Arlington, VA 22203

C. Instructions for distributions to the State of Oklahoma shall be provided to Eagle-Picher in writing prior to the Effective Date of this Settlement Agreement. Distributions, if any, to the State of Arizona shall be sent to the Comptroller, Arizona Department of Environmental Quality, Attn.: Accounts Receivable, P.O. Box 618, Phoenix, Arizona 85001. Distributions to the State of Michigan shall be sent to the Michigan Department of Natural Resources, Environmental Response Division, Administration Section, P.O. Box 30426, Lansing, Michigan 48909. Cash distributions to the State of Michigan shall be made by certified check(s) made payable to the "State of Michigan - Environmental Response Fund." A separate check shall be

issued for each site identified in Paragraph 4 for which a payment is due. Each check shall reference the case caption. A copy of the certified check and transmittal letter shall simultaneously be sent to the address identified in Paragraph 26.d.

Copies of all distributions and related correspondence to the United States and the States, shall be sent to:

Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
10th & Pennsylvania Ave., N.W.
Washington, DC 20530
Ref. 90-5-1-1-2927A

John H. Wheeler
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency
401 M Street, S.W. - Mail Code 2244
Washington, DC 20460

The United States and the States must notify the Debtors in writing of any modifications to the foregoing addresses. In the event that the United States sells or transfers its Claims, distributions will be made to a transferee only at such time as the Debtors receive written instructions from the United States directing that payments be made to a transferee and instructions as to where such payments should be made.

COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

17. In consideration of all of the foregoing, including, without limitation, the payments and/or distributions that will be made and the Claims allowed pursuant to the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 20 through 22 (below), the United States and the States covenant not to file a civil action or to take any administrative or other action against the Debtors pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, Section 7003 of RCRA, 42 U.S.C. § 6973 and Sections 10f, 12, and 16(1)(a-d) of the Michigan Environmental Response Act (MERA), 1982 PA 307, as amended, Mich. Comp Laws §§ 299.610f, 299.612, and 299.616(1)(a-d) and all analogous Oklahoma laws with respect to each of the Liquidated Sites. These covenants not to sue shall take effect on the Effective Date.

18. This Settlement Agreement in no way impairs the scope and effect of the Debtors' discharge under Section 1141 of the Bankruptcy Code as to any third parties or as to any Claims that are not addressed by this Settlement Agreement.

19. Without in any way limiting the covenant not to sue (and the reservations thereto) set forth in Paragraph 17, such covenant not to sue shall also apply to Eagle-

Picher Development, Inc. and the Debtors' successors and assigns, officers, directors, employees, and trustees, but only to the extent that the alleged liability of the successor or assign, officer, director, employee, or trustee of any Debtor is based solely on its status as and in its capacity as a successor or assign, officer, director, employee, or trustee of any Debtor. The Debtors represent that Eagle-Picher Development Company, Inc. has no assets other than the stock of Transicoil Inc., Michigan Automotive Research Corporation, and EDI, Inc., no employees, and no liabilities other than any liabilities that may be imposed against Eagle-Picher Development Company, Inc. by virtue of its status as a shareholder of Transicoil, Inc., Michigan Automotive Research Corporation, and EDI, Inc.

20. The covenants not to sue contained in Paragraphs 17 and 19 of this Settlement Agreement extend only to the Debtors and the persons described in Paragraphs 17 and 19 above and do not extend to any other person. Nothing in this Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than the Debtors and the United States and the States and the persons described in Paragraph 19. The United States, the States, and the Debtors expressly reserve all claims, demands and causes of action either judicial or

administrative, past, present or future, in law or equity, which the United States, the States, or the Debtors may have against all other persons, firms, corporations, entities, or predecessors of the Debtors for any matter arising at or relating in any manner to the sites or claims addressed herein.

21. Notwithstanding the foregoing, the covenants not to sue contained in this Settlement Agreement shall not apply to nor affect any action based on (i) a failure to meet a requirement of this Settlement Agreement or (ii) matters reserved in Paragraph 6(A) through (F) above.

22. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States or the States to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable law or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States or the States pursuant to that authority. Nothing in this Settlement Agreement shall be deemed to limit the information gathering authority of the United States or the States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable law or regulation, or to excuse the Debtors from any disclosure or notification

requirements imposed by CERCLA, RCRA, or any other applicable law or regulation.

23. The Debtors hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the States with respect to the Liquidated Sites including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, or any other provision of law; any direct or indirect claim for reimbursement from the States' Hazardous Substance Response Trust Funds; any claim against the United States or the States, including any department, agency or instrumentality of the United States or the States, under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613 and under any analogous state laws, including, Section 12 and 12c of MERA, Mich. Comp Laws §§ 299.612 and 299.612c, related to the Liquidated Sites, or any claims arising out of response activities at the Liquidated Sites. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, 40 C.F.R. § 300.700(d) or

the States' preauthorization of a claim against the States' Trust Funds.

CONTRIBUTION PROTECTION

24. With regard to all existing or future third-party Claims against the Debtors with respect to the Liquidated Sites, including claims for contribution, the parties hereto agree that the Debtors are entitled to such protection from actions or Claims as is provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), Section 12c(5) of MERA, Mich Comp Laws § 299.612c(5), and all analogous Oklahoma laws (as may be provided more specifically by any Disallowance Order).

25. The Debtors each agree that with respect to any suit for contribution brought against any of them after the Effective Date for matters related to this Settlement Agreement, they will notify the United States within ten days of service of the complaint upon it. In addition, in connection with such suit, the Debtors shall notify the United States within ten days of service or receipt of any Motion for Summary Judgment and within ten days of receipt of any order from a court setting a case for trial (provided, however, that the failure to notify the United States pursuant to this Paragraph shall not in any way

affect the protections afforded under Paragraphs 17 through 24).

NOTICES AND SUBMISSIONS

26. Whenever, under the terms of this Settlement Agreement, written notice is required to be given, or a report or other document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below via U.S. certified mail, return receipt requested, unless those individuals or their successors give notice of a change of address to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Settlement Agreement, written notice as specified herein shall constitute complete satisfaction of any written notice requirement in the Settlement Agreement with respect to the United States, EPA, DOI, the States, and the Debtors, respectively.

a. As to the United States:

Assistant Attorney General
Environment & Natural Resources
Division
U.S. Department of Justice
10th & Pennsylvania Ave., N.W.
Washington, DC 20530
Ref. DOJ File No. 90-5-1-1-2927A

John H. Wheeler
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency
401 M Street, S.W. - Mail Code 2244
Washington, DC 20460

Office of the Solicitor
Division of Conservation & Wildlife
U.S. Department of the Interior
18th & C Streets, N.W.
Washington, DC 20240

b. As to the Debtors:

General Counsel
Eagle-Picher Industries, Inc.
580 Walnut Street
Cincinnati, OH 45202

Peter M. Gillon, Esq.
Weil, Gotshal & Manges
1615 L Street, N.W.
Washington, DC 20036

c. As to the State of Arizona:

Don Atkinson, Project Manager
WQARY
Arizona Department of Environmental Quality
3033 North Central Avenue
Phoenix, Arizona 85012

d. As to the State of Michigan:

Jeremy M. Firestone
Assistant Attorney General
Natural Resources Division
Michigan Department of Attorney General
Knapp's Office Center, Suite 530
300 South Washington Avenue
Lansing, Michigan 48913

e. As to the State of Oklahoma:

Jeannine Hale, Esquire
Assistant Attorney General
State of Oklahoma
2300 North Lincoln Blvd. #112
Oklahoma City, Oklahoma 73105

LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

27. This Settlement Agreement shall be lodged with the Court for a period not less than thirty days for public notice and comment. After the conclusion of the public comment period, the United States will file with the Court any comments received, as well as the United States' responses to the comments, and at that time, if appropriate, the Court will be requested by motion of the United States to approve the Settlement Agreement. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Settlement Agreement disclose facts or considerations which indicate that the Settlement Agreement is not in the public interest.

28. This Settlement Agreement shall further be subject to approval of the Court under Bankruptcy Rule 9019. The Debtors shall promptly seek approval of this Settlement Agreement under Bankruptcy Rule 9019.

29. If for any reason (i) the Court by Final Order should decline to approve this Settlement Agreement,

(ii) the Settlement Agreement is withdrawn by the United States as provided in Paragraph 27, (iii) the Settlement Agreement is not approved by a Final Order or (iv) the Chapter 11 Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code before the effective date of a Plan of Reorganization: (a) this Settlement Agreement shall be null and void and the parties shall not be bound hereunder or under any documents executed in connection herewith; (b) the parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith; (c) the Federal Proofs of Claim and the State claims shall not be deemed to be discharged and the Debtors may file objections and/or file a motion for estimation of such claims (which the United States or the States may oppose); (d) this Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value, and it shall be as if they had never been executed; and (e) this Settlement Agreement, any statements made in connection with settlement discussions, and any documents prepared in connection herewith may not be used as evidence in any litigation between the parties.

30. The Debtors shall not propose any Plan of Reorganization or take any other action in the Chapter 11 Cases that is inconsistent with the terms and provisions of this Settlement Agreement. The United States, on behalf of EPA and DOI, and the States will not oppose any term or provision of a Plan of Reorganization filed by the Debtors that is addressed by this Settlement Agreement. The parties reserve all other rights and defenses they may have with respect to any Plan of Reorganization filed by the Debtors.

AMENDMENTS/INTEGRATION AND COUNTERPARTS

31. This Settlement Agreement and any other documents to be executed in connection herewith shall constitute the sole and complete agreement of the parties hereto with respect to the matters addressed herein. This Settlement Agreement may not be amended except by a writing signed by the party sought to be bound thereunder.

32. This Settlement Agreement may be executed in counterparts each of which shall constitute an original and all of which shall constitute one and the same agreement.

RETENTION OF JURISDICTION

33. Except as provided in Paragraphs 6, 7, and 8 regarding proceedings in other administrative or judicial

tribunals, the Court (or, upon withdrawal of the Court's reference, the U.S. District Court of the Southern District of Ohio) shall retain exclusive jurisdiction over the subject matter of this Settlement Agreement and the parties hereto for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the parties to apply to the Court at any time for such further order, direction and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement or to effectuate or enforce compliance with its terms.

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT
FOR THE UNITED STATES OF
AMERICA:

Date: 3/17/95 By: *Lois J. Schiffer*
Lois J. Schiffer
Assistant Attorney General
Environment and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

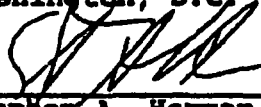
Date: _____ By: _____
Stephen A. Herman
Assistant Administrator for
Enforcement and
Compliance Assurance
U.S. Environmental
Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

Date: 3/17/95 By: *Alan S. Tenenbaum*
Alan S. Tenenbaum
Senior Attorney
Environmental Enforcement
Section
Environment and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 3/17/95 By: *Samuel D. Blesi*
Samuel D. Blesi
Trial Attorney
Environmental Enforcement
Section
Environment and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT
FOR THE UNITED STATES OF
AMERICA:

Date: _____ By: _____
Lois J. Schiffer
Assistant Attorney General
Environment and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 3/15/75 By: 
Stephen A. Herman
Assistant Administrator for
Enforcement and
Compliance Assurance
U.S. Environmental
Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

Date: _____ By: _____
Alan S. Tenenbaum
Senior Attorney
Environmental Enforcement
Section
Environment and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: _____ By: _____
Samuel D. Blesi
Trial Attorney
Environmental Enforcement
Section
Environment and Natural
Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 2/24/95 By: John H. Wheeler
John H. Wheeler
Senior Attorney
Office of Enforcement and
Compliance Assurance
U.S. Environmental
Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

FOR THE STATE OF ARIZONA:

Date: _____ By: _____
Ethel DeMarr
Director of Waste Program
Division
Arizona Department of
Environmental Quality
3033 North Central Avenue
Phoenix, Arizona 85012

FOR THE STATE OF MICHIGAN:

Date: _____ By: _____
Jeremy M. Firestone
Assistant Attorney General
Natural Resources Division
Michigan Department of
of Attorney General
Knapp's Office Center - #530
300 South Washington Avenue
Lansing, Michigan 48913

FOR THE STATE OF OKLAHOMA:

Date: _____ By: _____
Jeannine Hale, Esq.
Assistant Attorney General
State of Oklahoma
2300 North Lincoln Blvd.
#112
Oklahoma City, OK 73105

Date: _____

By: _____
John H. Wheeler
Senior Attorney
Office of Enforcement and
Compliance Assurance
U.S. Environmental
Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

FOR THE STATE OF ARIZONA:

Date: March 17, 1995

By: Ethel DeMarr
Ethel DeMarr
Director of Waste Program
Division
Arizona Department of
Environmental Quality
3033 North Central Avenue
Phoenix, Arizona 85012

FOR THE STATE OF MICHIGAN:

Date: _____

By: _____
Jeremy M. Firestone
Assistant Attorney General
Natural Resources Division
Michigan Department of
of Attorney General
Knapp's Office Center - #530
300 South Washington Avenue
Lansing, Michigan 48913

FOR THE STATE OF OKLAHOMA:

Date: _____

By: _____
Jeannine Hale, Esq.
Assistant Attorney General
State of Oklahoma
2300 North Lincoln Blvd.
#112
Oklahoma City, OK 73105

Date: _____ By: _____
John H. Wheeler
Senior Attorney
Office of Enforcement and
Compliance Assurance
U.S. Environmental
Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

FOR THE STATE OF ARIZONA:

Date: _____ By: _____
Ethel DeMarr
Director of Waste Program
Division
Arizona Department of
Environmental Quality
3033 North Central Avenue
Phoenix, Arizona 85012

FOR THE STATE OF MICHIGAN:

Date: 2/13/95 By: _____
Jeremy M. Firestone
Assistant Attorney General
Natural Resources Division
Michigan Department of
of Attorney General
Knapp's Office Center - #530
300 South Washington Avenue
Lansing, Michigan 48913

FOR THE STATE OF OKLAHOMA:

Date: _____ By: _____
Jeannine Hale, Esq.
Assistant Attorney General
State of Oklahoma
2300 North Lincoln Blvd.
#112
Oklahoma City, OK 73105

Date: _____ By: _____
John H. Wheeler
Senior Attorney
Office of Enforcement and
Compliance Assurance
U.S. Environmental
Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

FOR THE STATE OF ARIZONA:

Date: _____ By: _____
Ethel DeMarr
Director of Waste Program
Division
Arizona Department of
Environmental Quality
3033 North Central Avenue
Phoenix, Arizona 85012

FOR THE STATE OF MICHIGAN:

Date: _____ By: _____
Jeremy M. Firestone
Assistant Attorney General
Natural Resources Division
Michigan Department of
of Attorney General
Knapp's Office Center - #530
300 South Washington Avenue
Lansing, Michigan 48913

FOR THE STATE OF OKLAHOMA:

Date: 3-8-95 By: Jeannine Hale
Jeannine Hale, Esq.
Assistant Attorney General
State of Oklahoma
2300 North Lincoln Blvd.
#112
Oklahoma City, OK 73105

FOR THE DEBTORS:

Date: Feb 1, 1995

By: James A. Ralston
James A. Ralston, Esq.
580 Walnut Street
Cincinnati, OH 45202

Date: 2/1/95

By: Stephen Karotkin
Stephen Karotkin, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10153
Attorneys For Debtors

APPENDIX A

I. Former Facilities

See attached list.

II. Superfund

1. Allen Transformer Site (Ft. Smith, AR)
2. American Chemical Service Site (Griffith, IN)
3. Aquatech Site (Greer, SC)
4. Bumpass Cove Landfill Site (Unicoi County, TN)
5. Cardington Road Landfill Site (Moraine, OH)
6. Carver Scrap Salvage Yard Site (Carterville, MO)
7. Colorado School of Mines (Golden, CO)
8. Commercial Oil Services Site (Oregon, OH)
9. Diaz Refinery Site (Diaz, AR)
10. Envirochem Site (Indianapolis, IN)
11. Harbor Island Site (Harbor Island, WA)
12. Huth Oil Site (Cleveland, OH)
13. I. Jones Recycling Site (Ft. Wayne, IN)
14. Jack's Creek/Sitkin Smelting Facility Site
(Mifflin County, PA)
15. Kentucky Industrial Haulers/Hawkins Drive Site
(Elizabethtown, KY)
16. LDI Site (Utica, MI)
17. Lowry Landfill Site (Arapahoe, CO)
18. Metcoa Restart Site (Pulaski, PA)
19. Miami Drum Site (Miami, FL)

20. Northside Sanitary Landfill (Zionsville, IN)
21. Sand Springs Site (Sand Springs, OK)
22. SCP-Wilson Avenue Site (Carlstadt, NJ)
23. Seymour Recycling Site (Grabill, IN)
24. Skinner Landfill Site (West Chester, OH)
25. Tarrant County Site (Tarrant County, TX)
26. United Steel Drum Site (East St. Louis, IL)
27. Waterford Hills Sanitary Landfill Site (Waterford Township, MI)

ALABAMA

Eagle-Picher Industries, Inc. Former Facilities

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Chi-Vit P.O. Box 188 Leesburg, AL 35983	Chi-Vit P.O. Box 188 Leesburg, AL 35983
Faulkner Concrete Pipe Co. Schillinger Road P.O. Drawer 7127 Mobile, AL 36608	Faulkner Concrete Pipe Co. 991 Schillinger Rd. N. Mobile, AL 36608
Faulkner Concrete Pipe Co. 2802 Cotton Street Mobile, AL 36607	Cotton Corners Investment Venture 900 Commerce Building Mobile, AL 36602

ARIZONA

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Mining and Smelting Division Sahuarita, AZ	AMAX Inc. 1707 Cole Blvd. Golden, CO 80401-3293

ARKANSAS

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Ohio Rubber Company 4500 Newlon Road Fort Smith, AR 72904	Inland Container Corporation 4500 Newlon Road Forth Smith, AR 72904
Arkansas Smelting Company, Inc. Van Buren, AR	Unknown

CALIFORNIA

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Bearings Division 12629 Hidden Creek Way Cerritos, CA 90701	Bunting Bearings Corp. 12629 East Hidden Creek Way Cerritos, CA 90701
Davis Wire 727 Turnbull Canyon Rd. City of Industry, CA 90040	Ms. Henrietta Cohen 10590 Wilshire Blvd., #1803 Los Angeles, CA 90024
Davis Wire Corporation 31775 Hayman Street Hayward, CA 94544	Davis Wire Corporation 31775 Hayman Street Hayward, CA 94544
Electronics (Emergency Radio Alarm Systems Business) 8515 La Cienega Boulevard Inglewood, CA 90301	Current Owner/Operator 8515 La Cienega Boulevard Inglewood, CA 90301
Ohio Rubber Division 6700 Cherry Avenue Long Beach, CA 90805	6700 Cherry Avenue Partners 9300 Wilshire Blvd., S-488 Los Angeles, CA 90212 CHB Foods, Inc. 1900 Avenue of the Stars, S- 2000 Los Angeles, CA 90067
Fabiricon/Capri Lighting 6430 East Slauson Avenue Los Angeles, CA 90040	Capri Lighting 6430 East Slauson Avenue Los Angeles, CA 90040
Markey Bronze/Kingwell Bros. 4600 Pacific Boulevard P.O. Box 58004 Los Angeles, CA 90058	O.T Manufacturing Company 4600 Pacific Boulevard Los Angeles, CA 90058
Davis Wire Corporation 6315 Bandini Boulevard City of Commerce, CA 90040	Investors Assoc. Ltd. 2924 1/2 Main Street Santa Monica, CA 90405

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Bearings 457 Minna Street San Francisco, CA 94101	Mr. Ray R. Thurston 300 Manhattan Avenue Manhattan Beach, CA 90266
Bearings/Markey/Bronze/Kingwell Bros. 221 Harris Court S. San Francisco, CA 94080	Servicemaster of San Bruno 221 Harris Court San Francisco, CA 94080
Bearings 442 Natoma Street San Francisco, CA 94103	Blackford Richter Construction or Current Owner/Operator 442 Natoma Street San Francisco, CA 94103
Electronics Division 1038 West Evelyn Avenue Sunnyvale, CA 94086	John R. and Janice Travis or Current Owner/Operator 1038 West Evelyn Avenue Sunnyvale, CA 94086

Eagle-Picher Industries, Inc. Former Facilities

6

FLORIDA

Eagle-Picher Industries, Inc. Former Facilities

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
A.D. Weiss Lithograph Co. 2025 McKinley Street Hollywood, FL 33020	A.D. Weiss Lithograph Co. 2025 McKinley Street Hollywood, FL 33020
Ohio Rubber/Pompano Manufacturing 2501 NW 17th Lane Pompano Beach, FL 33064	Mautino and Neils Realty, Inc. 5761 SW 5th Street Plantation, FL 33317 Zucker Warehousing P.O. Box 5838 Lighthouse Point, FL 33064 Mautino and Neils Realty 13 Colton Road East Lyme, CT 06333

GEORGIA

Eagle-Picher Industries, Inc. Former Facilities

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Eagle-Picher Lead Co./ Alston-Lucas Paint Co.	The Glidden Company 1522 Glidden Street, N.W. Atlanta, GA 30318
Ag-Chem West Piedmont Highway, Highway 278 P.O. Box 248 Cedartown, GA 30125	International Titanium Corporation 525 Piedmont Avenue Cedartown, GA 30125 and International Titanium Corporation P.O. Box 192 New Brighton, PA 15066
Faulkner Concrete Pipe Co. 148 Rock Quarry Road P.O. Box 66 Stockbridge, GA 30281	Faulkner Concrete Pipe Co. 148 Rock Quarry Road Stockbridge, GA 30281

Eagle-Picher Industries, Inc. Former Facilities

9

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Pigment Division/Chemicals and Metals Division P.O. Box 340 Hillsboro, IL 62049	T.L. Diamond & Associates Box 340 Hillsboro, IL 62049
	Eagle Zinc Company P.O. Box 340 Hillsboro, IL 62049
Eagle-Picher Lead Co./Alston Lucas Paint Co. 7701 West 47th Street Lyons, IL 60534	Mr. Albert Berland d/b/a Berland's Paint Company 8912 North Kolmar Skokie, IL 60076
Elmac Route 148, Ordill Area Marion, IL 62959	Crab Orchard Wildlife Refuge P.O. Box J Carterville, IL 62918
	Possible successor: Olin Corp. Rte. 148 S. Ordill P Area Marion, IL 62959
	Olin Corp. Rte. 148 S. Ordill BDF Area Marion, IL 62959
	Olin Corp. Rte. 148 S. Ordill I Area Marion, IL 62959
Chi-Vit Route 133 Paris, IL 61944	UNR Industries, Inc. Route 133 Paris, IL 61944

INDIANA

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Mining and Smelting 420 East 151st Street East Chicago, IN 46312	The Housing Authority of the City of East Chicago, Indiana 4920 Larkspur Drive East Chicago, IN 46312
Ohio Rubber Hose Division 26814 Belvedere Rd. Elkhart, IN 46514	Trans-Aire International, Inc. or current occupant 26814 Belvedere Rd. Elkhart, IN 46514 and
	Trans-Aire International, Inc. 3012 Mobile Drive P.O. Box 2178 Elkhart, IN 46515
Insulation Division 200 Chestnut Street Wabash, IN 46992	Wabash Economic Development Corporation Attn: Mr. Larry Hickman Executive Director 67 South Wabash Street P.O. Box 795 Wabash, IN 46992
	Donald M. McCloud and Kathryn S. McCloud R.R. #2 Wabash, IN 46992

KENTUCKY

Eagle-Picher Industries, Inc. Former Facilities

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Union Steel Products 1101 West Park Road Elizabethtown, KY 42701	Collis, Inc. 1101 West Park Road Elizabethtown, KY 42701
Eagle-Picher Industries, Inc. Hutson Mine P.O. Box 46 Salem, KY 42078	Dewey Loveless Route #2 Salem, KY 42078
Elmac Route 199 and KY Route 15 P.O. Box 119 New Pine Mountain Junction Whitesburg, KY 41858	Mr. Don Childers 404 Latcher Street Whitesburg, KY 41858

Eagle-Picher Industries, Inc. Former Facilities

13

MICHIGAN

Eagle-Picher Industries, Inc. Former Facilities

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Union Steel Products 500 North Berrien Street P.O. Box 60 Albion, MI 49224	Daki, Inc. 500 North Berrien Street P.O. Box 60 Albion, MI 49224
Wolverine 242 Toledo Street Dundee, MI 48131	Dundee Community Center 242 Toledo Street Dundee, MI 48131
Bearings 4252 East Kilgore Road Kalamazoo, MI 49002	Bunting Bearings Corp. 4252 East Kilgore Road Kalamazoo, MI 49002

Eagle-Picher Industries, Inc. Former Facilities

15

MISSOURI

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Mining and Minerals 933 Mulberry Street Kansas City, MO 64120	Weld Racing, Inc. 933 Mulberry Street Kansas City, MO 64101
Kansas City Smelting & Manufacturing 2223 Guinotte Avenue Kansas City, MO 64120	Mr. Paul Wacnov 2223 Guinotte Avenue Kansas City, MO 64120
Chemicals & Fibers Division 6300 Bartner Industrial Drive St. Louis, MO 63130	Robert J. and Rose C. Lienkop 6300 Bartner Industrial Drive St. Louis, MO 63130
Plas-Chem Coatings 6177 Maple Avenue St. Louis, MO 63130	Robert J. and Rose C. Lienkop 6300 Bartner Industrial Drive St. Louis, MO 63130

Eagle-Picher Industries, Inc. Former Facilities

17

NEBRASKA

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Ag-Chem P.O. Box 648 Fairbury, NE 68352	American Microtrace P.O. Box 648 Fairbury, NE 68352

NEW JERSEY

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Orange Screen Company 22-40 Richboynton Road Dover, NJ 07801	River Road Realty Equity Corp. 1029 Teaneck Road Teaneck, NJ 07066
Orange Screen 12 Jefferson Avenue Maplewood, NJ 07040	Hammond Realty Company 515 Valley Street Maplewood, NJ 07040
515-527 Valley Street Maplewood, NJ 07040	Hammond Map Company 515 Valley Street Maplewood, NJ 07040
Markey Bronze/Mastan Corp. 40 Fulton Street New Brunswick, NJ 08902	Mr. Jack Hornstein 10 Station Place Metuchen, NJ 08854
Pigment Division/Eagle-Picher Lead Co. 70 Blanchard Street Newark, NJ 07105	H&S Finishing Labs 70 Blanchard Street Newark, NJ 07105
	Aero Chemiclax Corp. P.O. Box 5086 70 Blanchard Street Newark, NJ 07105
	Norpak Corp. 70 Blanchard Street Newark, NJ 07105
	U.S. Spray Finishing 70 Blanchard Street Newark, NJ 07105
	Martin Rappaport I-24 Teaneck Road Teaneck, NJ 07066

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Orange Screen Jersey Street and Mott Place Trenton, NJ	Trenton Convalescent Center Affiliation 1114 Windwood Drive Cherry Hill, NJ 08002

NEW MEXICO

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Elmac Route 180 South/506 Center Street P.O. Box 1056 Carlsbad, NM 88220	S&S Corporation Route 3 Cedar Bluff, VA 24609
	Eddy County Community Action Corp. 506 East Center Street Carlsbad, NM 88220

Eagle-Picher Industries, Inc. Former Facilities

22

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Akron Standard 240 Huston Street Barberton, OH 44301	A.C. Williams Company Ravenna, OH 44266
Metallic Products Division Langdon Farm Road Cincinnati, OH	G.A. Avril Company 2108 Eagle Court Cincinnati, OH 45237
Original Plant Broadway and Reading Road	Broadway Partners Ltd. Partnership. 250 West Court Street Cincinnati, OH 45202
Bearings/Markey Bronze 6410 Hawthorne Avenue Cleveland, OH 44103	Mr. Frederic V. Kovacs 405 Faymont Drive Hudson, OH 44238
J.C. Heintz Co. (Akron Standard) 143rd and Lorain Streets Cleveland, OH	West Terrace, Inc. 33 Public Square Cleveland, OH 44113
Fabricon Products 13831 Triskett Road Cleveland, OH 44111	Ohio Maintenance Company 13831 Triskett Road Cleveland, OH 44111
Akron Standard/Acme Labs 452 East Bath Road Cuyahoga Falls, OH 44223	Akron Standard/Bath Road Plant 452 East Bath Road Cuyahoga Falls, OH 44223
The Premier Rubber Manufacturing Company One Edmund Street Dayton, OH 45404	Tape Tech, Inc. One Edmund Street Dayton, OH 45404
Bearings/Markey Bronze 200-208 Van Buren Street Delta, OH 43515	Bunting Bearing Corp. 200 Van Buren Street Delta, OH 43515
Akron Standard/Specialty Products Division 49 North Kniffin Street Greenwich, OH 44837	Versitech Corporation 49 North Kniffin Street Greenwich, OH 44837
Markey Bronze Corp. 86 Owen Brown Street Hudson, OH 44236	Ronald L. McGrainor and Margaret D. McGrainor 7537 Huntington Drive Hudson, OH 44236

OKLAHOMA

Eagle-Picher Industries, Inc. Former Facilities

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Chemicals and Metals Division/Mining and Smelting Division	City of Henryetta P.O. Box 608 Henryetta, OK 74437
	Pernacast P.O. Box 837 Henryetta, OK 74437
	P&K Company P.O. Box 850 Henryetta, OK 74437
Eagle Picher Lead Co./Alston-Lucas 1801 West Sheridan Avenue Oklahoma City, OK 73106	Mr. John P. and Ms. Evelyn Faye Evans 7500 Maywood Lane Oklahoma City, OK 73150
	Crown Paint Company 1801 West Sheridan Avenue Oklahoma City, OK 73106
Minerals P.O. Box 16 Oklustee, OK 73560	Don Moody 304 East 6th Street Oklustee, OK 73560

PENNSYLVANIA

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Ohio Rubber/Tire & Hose Divisions Box AJ, Water Street Conneautville, PA 16406	Penn Industrial Products a.k.a. Ace Products Co. Water Street Conneautville, PA 16406 and
	Penn Industrial Products 2999 Overland Avenue Suite 202 Los Angeles, CA 90064
Fabiricon Products 2735-37 Railroad Pittsburgh, PA 15222	Mr. Bruce Hill 6203 Bryant Street Pittsburgh, PA 15206
	Mr. Robert C. Bialerl 916 Penn Avenue Pittsburgh, PA 15222
Transicoil/Robinson-Halpern Division One Apollo Road, Box 248 Plymouth Meeting, PA 19462	Adelphia Cable One Apollo Road Plymouth Meeting, PA 19462
Transicoil/Penn Airborn Division 950 Industrial Blvd. Southampton, PA 18966	Mr. Richard Weber d/b/a/ Weber Industrial Supply 950 Industrial Blvd. Southampton, PA 18966

SOUTH CAROLINA

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Ohio Rubber 128 Industrial Road Summerville, SC 29483	Diesel and Equipment Services 128 Industrial Road Summerville, SC 29483
	Stevenson Manufacturing Co. 128B Industrial Road Summerville, SC 29483

TENNESSEE

Eagle-Picher Industries, Inc. Former Facilities

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Ohio Rubber Co./ Premier Rubber Co. Industrial Boulevard P.O. Box 250 Lenoir City, TN 37771	Interlock Terminal Corporation 1770 Maine Street Westland, NY 48185
	Eberhart Steel Products Industrial Boulevard Lenoir City, TN 37771
Specialty Materials P.O. Box 680 1570 Bear Creek Road Oak Ridge, TN 37830	International Technology Corporation 1570 Bear Creek Rd. Oak Ridge, TN 37530 and
	International Technology Corporation 23456 Hawthorne Blvd. Box 2995 Torrance, CA 90509

TEXAS

Eagle-Picher Industries, Inc. Former Facilities

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Mining and Smelting 2800 North Westmoreland Road Dallas, TX 75212	Murmur Corporation 2821 North Westmoreland Road Dallas, TX 75212
Pritchett Engineering/Hillsboro Works 8122 Hillsboro Houston, TX 77029	Pritchett Engineering 8122 Hillsboro Houston, TX 77029
N.C. Machine Division 480 Pearl Avenue Houston, TX 77029	525 McCarty, Inc. P.O. Box 202075 Houston, TX 77220-2075
	Eagle Overhead Cranes, Inc. 525 McCarty Houston, TX 77029
Pritchett Engineering/Roll & Tooling Division 18501 Aldine-Westfield Road Houston, TX 77073	Marine Contractor Services, Inc. 18501 Aldine-Westfield Road Houston, TX 77073 and
	Marine Contractor Services 14710 Withe Street Houston, TX 77039
Pritchett 16415 Jacintoport Road Channelview, TX 77530	Stewart & Stevenson Houston Gas Turbine Products Division 16415 Jacintoport Blvd. Channelview, TX 77530
Chemicals/Agri-Sul P.O. Box 629 Highway 80 West Mineola, TX 75773	East Texas Feeds, Inc. Highway 80 West (a.k.a. Dallas Highway) Mineola, TX 75773

VIRGINIA

Eagle-Picher Industries, Inc. Former Facilities

LOCATION OF FACILITY	CURRENT OWNER INFORMATION
Elmac Rich Creek Industrial Park Rich Creek, VA 24147	Dollinger Filtrona Corporation Route 460 Rich Creek, VA 24147
Elmac Old Route 46/101 Spruce Street P.O. Drawer F Rich Creek, VA 24147	

WASHINGTON

Eagle-Picher Industries, Inc. Former Facilities

<u>LOCATION OF FACILITY</u>	<u>CURRENT OWNER INFORMATION</u>
Davis Wire 19411 80th Avenue South Kent, WA 98031	Walker Davis Corporation 19411 80th Avenue South Kent, WA 98032
Associated Lead & Zinc. Co. 2700 & 2734 16th Avenue, S.W. Seattle, WA 98134 [HARBOR ISLAND SITE]	Seafab Metal Corporation 2700 16th Street, S.W. Seattle, WA 98134

APPENDIX B

TRACT No
EPA 110

Card _____ of _____:

Tract No. GA1449-54

Cherokee County

Map Number 206-14-

ASSESSMENT ROLL INFORMATION			
OWNER'S NAME AND MAILING ADDRESS			
EAGLE PICHER INDUSTRIES INC AN OHIO CORP			
EAGLE PICHER			
BOX 779			
CINCINNATI, OH 45201			
PROPERTY ADDRESS			
DEED BOOK/PAGE		DATE	
1, 8, 4, 4, 8, 1		4, 1, 7, 7, 2	
DEED BOOK/PAGE		DATE	
3		4	
ASSESSMENT ROLL DESCRIPTION			
LOTS 1-6 INCLUSIVE BRINKERHOFF'S ADD			
OWNERSHIP UPDATE-NAME AND ADDRESS			
DEED BOOK/PAGE		DATE	
DL		DL	

Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), all in Block Four (4) Original Plat of the Town of Mason, according to the recorded plat thereof;

dated April 18, 1972

by: Joseph M. Kelly

Joseph H. Kelly

for Michael M. Kelly

Michael D. Kelly

ME 17 ~~RECORDED~~, that on this 18th day of April A. D. 1972, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JESSE C. KELLY AND RACHAEL S. KELLY, WISSAMAH AED AIFZ, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledge the execution of the same.

(Notarial Seal)

12/ Katie Brunner

halla -halla-halla-halla

[illegible]

(Official Seal)

19/ 01/10 11:00

..R1212F 25 120023

C. A. WASHINGTON AND FATHERS COMPANY, INCORPORATED, 1921, and TO EMBLE-ROSE INDUSTRIES, INC., 2010, 2110, 2120, 2130, 2140, 2150, 2160, 2170, 2180, 2190, 2200, 2210, 2220, 2230, 2240, 2250, 2260, 2270, 2280, 2290, 2300, 2310, 2320, 2330, 2340, 2350, 2360, 2370, 2380, 2390, 2400, 2410, 2420, 2430, 2440, 2450, 2460, 2470, 2480, 2490, 2500, 2510, 2520, 2530, 2540, 2550, 2560, 2570, 2580, 2590, 2600, 2610, 2620, 2630, 2640, 2650, 2660, 2670, 2680, 2690, 2700, 2710, 2720, 2730, 2740, 2750, 2760, 2770, 2780, 2790, 2800, 2810, 2820, 2830, 2840, 2850, 2860, 2870, 2880, 2890, 2900, 2910, 2920, 2930, 2940, 2950, 2960, 2970, 2980, 2990, 3000, 3010, 3020, 3030, 3040, 3050, 3060, 3070, 3080, 3090, 3100, 3110, 3120, 3130, 3140, 3150, 3160, 3170, 3180, 3190, 3200, 3210, 3220, 3230, 3240, 3250, 3260, 3270, 3280, 3290, 3300, 3310, 3320, 3330, 3340, 3350, 3360, 3370, 3380, 3390, 3400, 3410, 3420, 3430, 3440, 3450, 3460, 3470, 3480, 3490, 3500, 3510, 3520, 3530, 3540, 3550, 3560, 3570, 3580, 3590, 3600, 3610, 3620, 3630, 3640, 3650, 3660, 3670, 3680, 3690, 3700, 3710, 3720, 3730, 3740, 3750, 3760, 3770, 3780, 3790, 3800, 3810, 3820, 3830, 3840, 3850, 3860, 3870, 3880, 3890, 3900, 3910, 3920, 3930, 3940, 3950, 3960, 3970, 3980, 3990, 4000, 4010, 4020, 4030, 4040, 4050, 4060, 4070, 4080, 4090, 4100, 4110, 4120, 4130, 4140, 4150, 4160, 4170, 4180, 4190, 4200, 4210, 4220, 4230, 4240, 4250, 4260, 4270, 4280, 4290, 4300, 4310, 4320, 4330, 4340, 4350, 4360, 4370, 4380, 4390, 4400, 4410, 4420, 4430, 4440, 4450, 4460, 4470, 4480, 4490, 4500, 4510, 4520, 4530, 4540, 4550, 4560, 4570, 4580, 4590, 4600, 4610, 4620, 4630, 4640, 4650, 4660, 4670, 4680, 4690, 4700, 4710, 4720, 4730, 4740, 4750, 4760, 4770, 4780, 4790, 4800, 4810, 4820, 4830, 4840, 4850, 4860, 4870, 4880, 4890, 4900, 4910, 4920, 4930, 4940, 4950, 4960, 4970, 4980, 4990, 5000, 5010, 5020, 5030, 5040, 5050, 5060, 5070, 5080, 5090, 5100, 5110, 5120, 5130, 5140, 5150, 5160, 5170, 5180, 5190, 5200, 5210, 5220, 5230, 5240, 5250, 5260, 5270, 5280, 5290, 5300, 5310, 5320, 5330, 5340, 5350, 5360, 5370, 5380, 5390, 5400, 5410, 5420, 5430, 5440, 5450, 5460, 5470, 5480, 5490, 5500, 5510, 5520, 5530, 5540, 5550, 5560, 5570, 5580, 5590, 5600, 5610, 5620, 5630, 5640, 5650, 5660, 5670, 5680, 5690, 5700, 5710, 5720, 5730, 5740, 5750, 5760, 5770, 5780, 5790, 5800, 5810, 5820, 5830, 5840, 5850, 5860, 5870, 5880, 5890, 5900, 5910, 5920, 5930, 5940, 5950, 5960, 5970, 5980, 5990, 6000, 6010, 6020, 6030, 6040, 6050, 6060, 6070, 6080, 6090, 6100, 6110, 6120, 6130, 6140, 6150, 6160, 6170, 6180, 6190, 6200, 6210, 6220, 6230, 6240, 6250, 6260, 6270, 6280, 6290, 6300, 6310, 6320, 6330, 6340, 6350, 6360, 6370, 6380, 6390, 6400, 6410, 6420, 6430, 6440, 6450, 6460, 6470, 6480, 6490, 6500, 6510, 6520, 6530, 6540, 6550, 6560, 6570, 6580, 6590, 6600, 6610, 6620, 6630, 6640, 6650, 6660, 6670, 6680, 6690, 6700, 6710, 6720, 6730, 6740, 6750, 6760, 6770, 6780, 6790, 6800, 6810, 6820, 6830, 6840, 6850, 6860, 6870, 6880, 6890, 6900, 6910, 6920, 6930, 6940, 6950, 6960, 6970, 6980, 6990, 7000, 7010, 7020, 7030, 7040, 7050, 7060, 7070, 7080, 7090, 7100, 7110, 7120, 7130, 7140, 7150, 7160, 7170, 7180, 7190, 7200, 7210, 7220, 7230, 7240, 7250, 7260, 7270, 7280, 7290, 7300, 7310, 7320, 7330, 7340, 7350, 7360, 7370, 7380, 7390, 7400, 7410, 7420, 7430, 7440, 7450, 7460, 7470, 7480, 7490, 7500, 7510, 7520, 7530, 7540, 7550, 7560, 7570, 7580, 7590, 7600, 7610, 7620, 7630, 7640, 7650, 7660, 7670, 7680, 7690, 7700, 7710, 7720, 7730, 7740, 7750, 7760, 7770, 7780, 7790, 7800, 7810, 7820, 7830, 7840, 7850, 7860, 7870, 7880, 7890, 7900, 7910, 7920, 7930, 7940, 7950, 7960, 7970, 7980, 7990, 8000, 8010, 8020, 8030, 8040, 8050, 8060, 8070, 8080, 8090, 8100, 8110, 8120, 8130, 8140, 8150, 8160, 8170, 8180, 8190, 8200, 8210, 8220, 8230, 8240, 8250, 8260, 8270, 8280, 8290, 8300, 8310, 8320, 8330, 8340, 8350, 8360, 8370, 8380, 8390, 8400, 8410, 8420, 8430, 8440, 8450, 8460, 8470, 8480, 8490, 8500, 8510, 8520, 8530, 8540, 8550, 8560, 8570, 8580, 8590, 8600, 8610, 8620, 8630, 8640, 8650, 8660, 8670, 8680, 8690, 8700, 8710, 8720, 8730, 8740, 8750, 8760, 8770, 8780, 8790, 8800, 8810, 8820, 8830, 8840, 8850, 88

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IT WILL BE REMEMBERED THAT THE ABOVE IS A SUMMARY OF THE INFORMATION RECEIVED FROM THE SOURCE AND NOT A VERIFICATION OF THE SAME.

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U.S. DEPARTMENT OF JUSTICE

DATE RECEIVED: JANUARY 22, 1966

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